



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB282029
Original Issued Date: 04/28/2021
Issued Date: 04/28/2021
Expiration Date: 04/28/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: FCC Holdings LLC

Phone Number: 518-641-9149
Email Address: florencecanco@gmail.com

Business Address 1: 131 Texas Rd
Business City: Northampton Business State: MA Business Zip Code: 01060
Business Address 2:
Mailing Address 1: 228 Cardinal way
Mailing City: Northampton Mailing State: MA Mailing Zip Code: 01062
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100
Role: Owner / Partner Other Role:

First Name: Christopher Last Name: Rivers Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Chris Last Name: Rivers Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$42000 Percentage of Initial Capital: 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor Establishment Activities: Cultivating
Establishment Address 1: 131 Texas Rd.
Establishment Address 2:
Establishment City: Northampton Establishment Zip Code: 01060
Approximate square footage of the Establishment: 2100 How many abutters does this property have?: 2
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	final.pdf	pdf	5fde5ca416d57608051f966c	12/19/2020
Certification of Host Community Agreement	hcacertform - signed.pdf	pdf	5ff3a04360fc2607ca6ad553	01/04/2021
Plan to Remain Compliant with Local Zoning	zoningcomplianceplan.pdf	pdf	5ff3a27216d57608051fb6c7	01/04/2021

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	positiveimpactplan.pdf	pdf	6025d621eabbc336a11f74d7	02/11/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Chris

Last Name: Rivers Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	LLC Articles OR Certificate of Organization (1).pdf	pdf	5fe001fa79776c07d15e57df	12/20/2020
Bylaws	Company Operating Agreement.pdf	pdf	5fe012912027b107e8dc6d40	12/20/2020
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing.pdf	pdf	5fe50b55d18fa907c7d91225	12/24/2020
Secretary of Commonwealth - Certificate of Good Standing	duastatement.pdf	pdf	600a05c99b156e07a0630d3a	01/21/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing.pdf	pdf	6025d5356d809f35defbbda2	02/11/2021

No documents uploaded

Massachusetts Business Identification Number: 001458571

Doing-Business-As Name: Florence Cannabis Company

DBA Registration City: Northampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	FCC Holdings LLCinsurance.pdf	pdf	5fe013aae826e207c07d983f	12/20/2020
Business Plan	FCC Holdings LLC.pdf	pdf	5fea47d360fc2607ca6ac4fa	12/28/2020
Proposed Timeline	timeline.pdf	pdf	600a0637ce58f607af0484c2	01/21/2021
Business Plan	businessplanstatement.pdf	pdf	60230191238c3036b0f8580d	02/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products	manufacturing types.pdf	pdf	5feddc9a9597d30802d2b9f8	12/31/2020

Production methods	manufacturing production.pdf	pdf	5feddd1309cfae0810fd28dc	12/31/2020
Sample of unique identifying marks for branding	manufacturing branding.pdf	pdf	5feddf5c09cfae0810fd28e3	12/31/2020
Separating recreational from medical operations, if applicable	separatingmedandrec.pdf	pdf	5fede043b11eae07c3c57b6b	12/31/2020
Restricting Access to age 21 and older	restrictingaccess.pdf	pdf	5fede09e36d86207eb968892	12/31/2020
Prevention of diversion	prevention of diversion.pdf	pdf	5fede3349597d30802d2ba09	12/31/2020
Inventory procedures	inventory.pdf	pdf	5fede704e767d307ceee394e	12/31/2020
Dispensing procedures	dispensing.pdf	pdf	5fede7dc60fc2607ca6acc75	12/31/2020
Energy Compliance Plan	EnergyCompliancePlan.pdf	pdf	5feded54d18fa907c7d91e0d	12/31/2020
Safety Plan for Manufacturing	manufacturing safety.pdf	pdf	5feded6c9597d30802d2ba39	12/31/2020
Plan to Obtain Marijuana	obtain marijuana.pdf	pdf	5feded962027b107e8dc8394	12/31/2020
Policies and procedures for cultivating	cultivationplanadditionalinfo.pdf	pdf	600a067591465f076d75c4a8	01/21/2021
Diversity plan	diversityplanadditionalinfo.pdf	pdf	600a069d3a66f208090f204b	01/21/2021
Maintaining of financial records	financial recordsadditionalinfo.pdf	pdf	600a06bf99372e0774f72225	01/21/2021
Personnel policies including background checks	personnel policiesadditionalinfo.pdf	pdf	600a06ef95aefe083da12b3c	01/21/2021
Qualifications and training	qualifications and trainingadditionalinfo.pdf	pdf	600a070abb013b0802088074	01/21/2021
Quality control and testing	quality controladditionalinfo.pdf	pdf	600a0723a4d1c40799969cf2	01/21/2021
Record Keeping procedures	recordkeepingplanadditionalinfo.pdf	pdf	600a074a91465f076d75c4ae	01/21/2021
Storage of marijuana	storageplanadditionalinfo.pdf	pdf	600a0787de284b081c68f13d	01/21/2021
Transportation of marijuana	transportationplanadditionalinfo.pdf	pdf	600a07a4a4d1c40799969cf6	01/21/2021
Security plan	securityplan.pdf	pdf	6025d59d604cbb361670f8c8	02/11/2021
Diversity plan	diversityplan.pdf	pdf	6025d5ba6d809f35defbbda6	02/11/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 5:30 PM
Tuesday From: 8:00 AM	Tuesday To: 5:30 PM
Wednesday From: 8:00 AM	Wednesday To: 5:30 PM
Thursday From: 8:00 AM	Thursday To: 5:30 PM
Friday From: 8:00 AM	Friday To: 5:30 PM
Saturday From: 8:00 AM	Saturday To: 3:00 PM
Sunday From: 8:00 AM	Sunday To: 3:00 PM

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication:

b. Name of publication: Daily Hampshire Gazette

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

FFC Holdings LLC.

Name of applicant's authorized representative:

Chris Rivers

Signature of applicant's authorized representative:



Attachment A

The Daily Hampshire Gazette

115 Conz Street, Northampton, MA

413-584-5000 | Fax: 413-584-5299 | Customer Service 413-586-1435

Advertising Invoice

CREDIT LEGALS
115 CONZ ST
NORTHAMPTON, MA 01060

Cust#:22224
Ad#:84436
Phone#:413-586-1700
Date:10/23/2020

Ad Copy

Public Meeting

The Florence Cannabis Company (FCC Holdings LLC) is holding a community outreach meeting for their proposed micro-cultivation facility. The purpose of the meeting is to introduce ourselves to the community, receive feedback and address public concerns. (This meeting will follow all state COVID-19 safety guidelines.)

Nov. 10th at 5:30 pm

131 Texas Rd. Northampton

October 27

84436

Attachment B



City of
Northampton

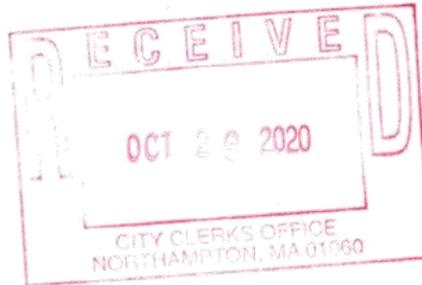
Pamela Powers <ppowers@northamptonma.gov>

Fwd: Filing public meeting notice

1 message

Amy Zielenski <azielenski@northamptonma.gov>
To: Pamela Powers <ppowers@northamptonma.gov>

Mon, Oct 26, 2020 at 1:30 PM



----- Forwarded message -----

From: **Chris Rivers** <florencecanco@gmail.com>
Date: Mon, Oct 26, 2020 at 11:04 AM
Subject: Filing public meeting notice
To: <cclerk@northamptonma.gov>

Hi,
I am in the process of applying for a cannabis micro-business cultivation license with the State. I have spoken to the mayor and have verified zoning and have discussed and agreed upon the host community agreement and am now holding a Community Outreach meeting at the proposed site and would like to file a public meeting notice. What is the process for filing that with your office? Below is the meeting information:

Community Outreach Meeting

131 Texas Road, Northampton
November 10th, 5:30 pm

Objectives of the Meeting

- Introduce myself and the business to the community
- Display the positive impact the Florence Cannabis Company will have on the community
- Provide an opportunity for public input
- Address public concerns

Thanks for your help!

Chris

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Attachment C

FCC Holdings LLC

Please note the time of the meeting is 5:30 pm

Notice of Community Outreach Meeting

Location: 131 Texas Rd. Northampton

When: Tuesday, November 10th, 2020 at 5:30 pm

To Whom it May Concern,

This is to inform you that there will be a public meeting taking place at 131 Texas Road to discuss the proposed cannabis cultivation facility at that location. The purpose of the meeting is to reach out to neighbors and community members and provide an opportunity to learn more about our proposed business, ask questions and express any concerns. If you cannot attend the meeting at the scheduled time but would like to discuss any concerns or would like to view our presentation, please call the number below or email me at florencecanco@gmail.com

Thanks,

Chris Rivers

(518)641-9149



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

FCC Holdings LLC

2. Name of applicant’s authorized representative:

Christopher Rivers

3. Signature of applicant’s authorized representative:

A handwritten signature in black ink, appearing to read 'Christopher Rivers', written inside a green-bordered box.

4. Name of municipality:

Northampton

5. Name of municipality’s contracting authority or authorized representative:

David J. Narkewicz



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mayor@northamptonma.gov

8. Host community agreement execution date:

12/15/20



Plan to Remain Compliant with Local Ordinances

Zoning:

Address: 131 Texas Rd. Northampton

Zoning Map: 38B

Zone: Office Industrial

Allows: cannabis cultivation and manufacturing

Prohibits: cannabis retail and public consumption

Plan to remain compliant: Only engage in cultivation activities. The Microbusiness license does not include retail or public consumption.

Security:

Plan to comply with the security requirements as described in the Host Community Agreement with Northampton:

- a) Maintain compliance with 935 CMR 500.110
- b) Work with City Police Department in determining the placement of exterior.
- c) Cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Marijuana Cultivator, and regarding any anti-diversion procedures.
- d) FCC Holdings LLC. will promptly report the discovery of the following occurrences within the City to the City's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

Plan for Positive Impact

Summary:

My wife and I grew up in North Adams and experienced the impact cannabis prohibition had on the community, neighbors, family, and friends. Being able to positively impact people disproportionately harmed by cannabis prohibition is a rewarding aspect of the cannabis industry in Massachusetts. FCC Holdings LLC will primarily focus on attracting residents of Holyoke, and Greenfield to job opportunities. The company will also tailor job descriptions to highlight the inclusion of people with past drug convictions.

Goal:

25% of FCC Holdings LLC's staff, including management, to be made up of:

- a. Residents of communities of disproportionate impact
- b. People disproportionately harmed by past drug convictions

Action Plan:

- 1) List employment opportunities weekly, in publications that serve Holyoke and Greenfield.
 - a. Hampshire Daily Gazette (Holyoke)
 - b. The Recorder (Greenfield)
- 2) Include language in weekly job listings that clearly encourages qualified individuals with past drug convictions to apply.
- 3) Continuously display language on the company website:
<https://florencecannabiscompany.com> that encourages qualified people who have been disproportionately impacted by the prohibition of marijuana, or live in an area of disproportionate impact, to apply for job opportunities.
 - a. The following statement is in the career section of the website:
FCC Holdings LLC provides people who have been disproportionately impacted by the prohibition of cannabis with employment, training, and management opportunities. Qualified candidates who are from areas of disproportionate impact or who have been personally impacted by the prohibition of cannabis are encouraged to apply.
(A list of areas that have been designated as having disproportionate impact include North Adams, Holyoke, and Greenfield. The full list can be found [here](#))

Measure of success:

- 1) FCC Holdings LLC will annually assess the number of employees with past drug convictions or who are from areas of disproportionate impact, to ensure 25% of staff and management are composed of the above-mentioned demographic.

Progress Timeline:

- 1) Initial hiring of staff:
 - a. Analyze number of applicants with past drug convictions or who are from areas of disproportionate impact compared to the total number of applicants.
 - b. If less than 25% of total applicants fall within the above demographics, a reassessment of job advertising and recruiting in general will take place.
- 2) 60 days prior to annual provisional license renewal, documentation will be submitted to the Commission showing that either the goal defined above has been reached or that we are making progress towards that goal.

Advertising and Branding:

FCC Holdings LLC acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices.

State Laws

Any actions taken, or programs instituted by FCC Holdings LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001458571

1. The exact name of the limited liability company is: FCC HOLDINGS LLC

2a. Location of its principal office:

No. and Street: 228 CARDINAL WAY
 City or Town: NORTHAMPTON State: MA Zip: 01062 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 228 CARDINAL WAY
 City or Town: NORTHAMPTON State: MA Zip: 01062 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

PURCHASE OR SECURE REAL ESTATE AND BUILD OUT PROPERTY FOR BUSINESSES - SECUR
 E REAL ESTATE AND BUILD OUT INFRASTRUCTURE TO SUPPORT BUSINESSES

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: UNITED STATES CORPORATION AGENTS, INC.
 No. and Street: 101BILLERICA AVE., BLDG. 5, SUITE 204
 City or Town: NORTH BILLERICA State: MA Zip: 01862 Country: USA

I, UNITED STATES CORPORATION AGENTS, INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CHRISTOPHER DAVID RIVERS	228 CARDINAL WAY

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOPHER DAVID RIVERS	228 CARDINAL WAY NORTHAMPTON, CA 01062 USA

9. Additional matters:

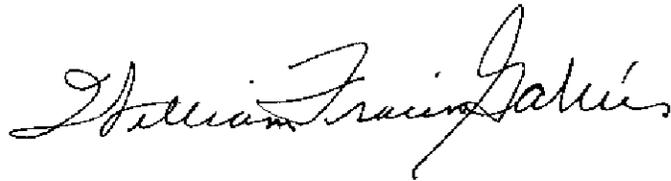
**SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of September, 2020,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY**

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 11, 2020 05:39 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Operating Agreement

FCC Holdings LLC, a Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of FCC Holdings LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Massachusetts limited liability company under the Massachusetts Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the commonwealth of Massachusetts. The Members hereby adopt and approve the articles of organization of the Company filed with the Massachusetts State Secretary.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Massachusetts Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Massachusetts Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Massachusetts Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Massachusetts Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Massachusetts Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Massachusetts Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Massachusetts Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Massachusetts Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem

necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Massachusetts Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Massachusetts Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

- (ii) Entry of a decree of judicial dissolution under Section 44 of the Massachusetts Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Massachusetts law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal,

administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire

agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Massachusetts Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Massachusetts Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

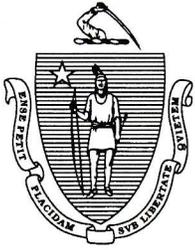
Dated: _____

Signature of Christopher David Rivers

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Christopher David Rivers Address: 228 Cardinal Way Northampton, Massachusetts 01062		100%



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

December 18, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

FCC HOLDINGS LLC

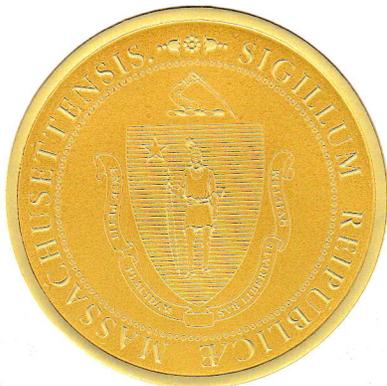
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 11, 2020**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER DAVID RIVERS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTOPHER DAVID RIVERS**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Affidavit

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF HAMPSHIRE

The undersigned, CHRISTOPHER RIVERS, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the Commonwealth of Massachusetts. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. I am unable to obtain a certificate of good standing from the Massachusetts Department of Unemployment Assistance prior to hiring employees.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

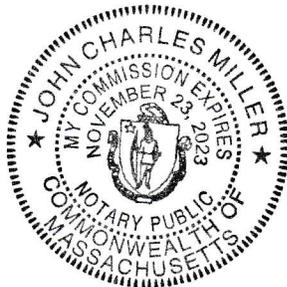
Executed this 21st day of January, 2021.

Christopher Rivers
Christopher Rivers

NOTARY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF HAMPSHIRE, ss:

On this 21st day of January, 21, before me personally appeared Christopher Rivers, to me known to be the person described in and who executed the foregoing Affidavit, and, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



[Signature]
Notary Public
Notary
Title (and Rank)

My commission expires 11/23/2023



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FCC HOLDINGS LLC
228 CARDINAL WAY
NORTHAMPTON MA 01062-9202

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FCC HOLDINGS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 9ds92t



10/9/2020

Cannabis Control Commission
Commonwealth of Massachusetts

Re: FCC Holdings, LLC

Attn: Chris Rivers

131 Texas Rd, Northampton MA 01060

To Whom It May Concern:

This letter is to confirm Mr. Rivers has reached out to our local agency in seeking business insurance for his new venture, FCC Holdings LLC. Our agency has access to several carriers offering coverage for cannabis operations and is able to offer the following coverages:

- a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The deductible will be no higher than \$5,000 per occurrence.
 - CGL coverage shall be written on ISO form Occurrence for CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- b) Workers Compensation and Employers Liability. Employers Liability Insurance limits in accordance with state standards (100/500/100).

If any further insurance documentation is required, please feel free to reach out to our agency.

Sincerely,

A handwritten signature in black ink, appearing to read 'MH', is written over a light blue horizontal line.

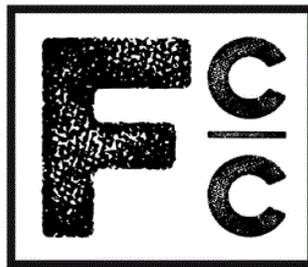
Michael Horan, CIC, CRIS, CISR

Account Executive

FCC Holdings LLC

FCC Holdings LLC.

Florence Cannabis Company



Florence Cannabis Company

131 Texas Rd.

Northampton, MA

florencecanco@gmail.com

Executive Summary

The Florence Cannabis Company will cultivate premium cannabis to supply the growing recreational industry in Massachusetts. Using a model similar to micro-breweries, we combine high quality craft products with unique branding to stand out from large cultivators. Located in the heart of Pioneer Valley in Northampton, our facility has 2100 square feet of cultivation space with additional space available for future expansion.

Goals

- Open a cannabis cultivation micro-business in the Commonwealth of Massachusetts
- Cultivate premium craft cannabis
- Remain in full compliance with all local and state regulations
- Use the most energy efficient and environment friendly equipment and techniques in the horticulture industry
- Provide a positive impact on the community through local employment, use of local services when available, and charitable activities.

Executive Summary

Company Summary

Company Ownership:

FCC Holdings LLC. is a Single Member Limited Liability Company with Chris Rivers currently serving as the sole member.

License Type:

Micro-Business, Tier 1 Cultivator

Location:

131 Texas Rd. Northampton, MA

Products:

Florence Cannabis Company will cultivate 4-6 cannabis strains during the first year after receiving final licensure from the Massachusetts Cannabis Control Commission. Strains are carefully selected to provide a range of high-quality products. The facility has six separate flower rooms totaling over 1000 square feet. Each room's environment will be calibrated specifically for the strain it contains. We project to produce between three and four hundred pounds of flower per year.

Florence Cannabis Company will dry, process, and cure cannabis. Once tested, premium flower will be packaged into approved packaging with all required labels. Mid-level flower will be packaged into pre-rolls, and all lower-level flower, trim, and shake will be sold for manufacturing.

Objectives:

Year 1: Secure all licensing and approvals to cultivate cannabis in the Commonwealth of Massachusetts and complete facility buildout.

Year 2: Begin cultivation, production, and sales.

Year 4: Purchase property and expand to full 5000 square foot canopy.

Year 5: Secure Manufacturing license.

Year 6: Roll out diversified product line including edibles.

Executive Summary

Team

Chris Rivers - CEO

- Born and raised in North Adams and a graduate of Springfield College
- 25-year career in software and information technology
- Entrepreneur and founder of the software company Media Byte Inc. (2000-2008)
- Avid organic craft cannabis, micro-cultivator

Kevin Koszarek – Head Cultivator

- US Air Force Veteran
- Lead Cultivator - Dream Green Farms, Anchorage, AK
- Cultivator - INSA, Easthampton, MA
- Passion for cultivating organic, craft cannabis

Advisory Board

Mike Relyea – Founding Partner, Amanus Consulting Group
Legal Advisor

Ron Lubowicz – Founder of Buildingaspartners.com
Strategic Advisor

Engaged Professional Services

THG Garden Supply
Pioneer HVAC
Bay Coast Bank

Webber and Grinnell Insurance Agency
New England Hydroponics

<u>Staff (Years 1-3)</u>	<u>Staff (Years 4-5)</u>
1 Full-time Lead Cultivator	1 Full-time Lead Cultivator
1 Full-time Cultivator	2 Full-time Cultivator
1 Part-time Cultivation Assistant	1 Part-time Cultivation Assistant
1 Part-time Security Personnel	1 Part-time Security Personnel

Executive Summary

Facility

The cultivation facility is located at 131 Texas Road, Northampton. FCC Holdings LLC has an option to lease this property for 10 years. Upon receipt of provisional licensing, the option will be exercised, and buildout will begin. The building has sufficient power and is equipped with newer HVAC units. Both systems have been inspected by independent contractors and deemed sufficient and effective for the electrical and environmental demands indoor cultivation presents. The floorplan includes several smaller rooms avoiding the need to build rooms, dividers, or tents. Separate rooms allow different environments for specific strains and reduces risk in the case of adverse events. FCC Holdings LLC. will lease half of the space and expand into the entire building. At this time, purchasing the property would be pursued, which includes another building that will house the manufacturing division in year 5.

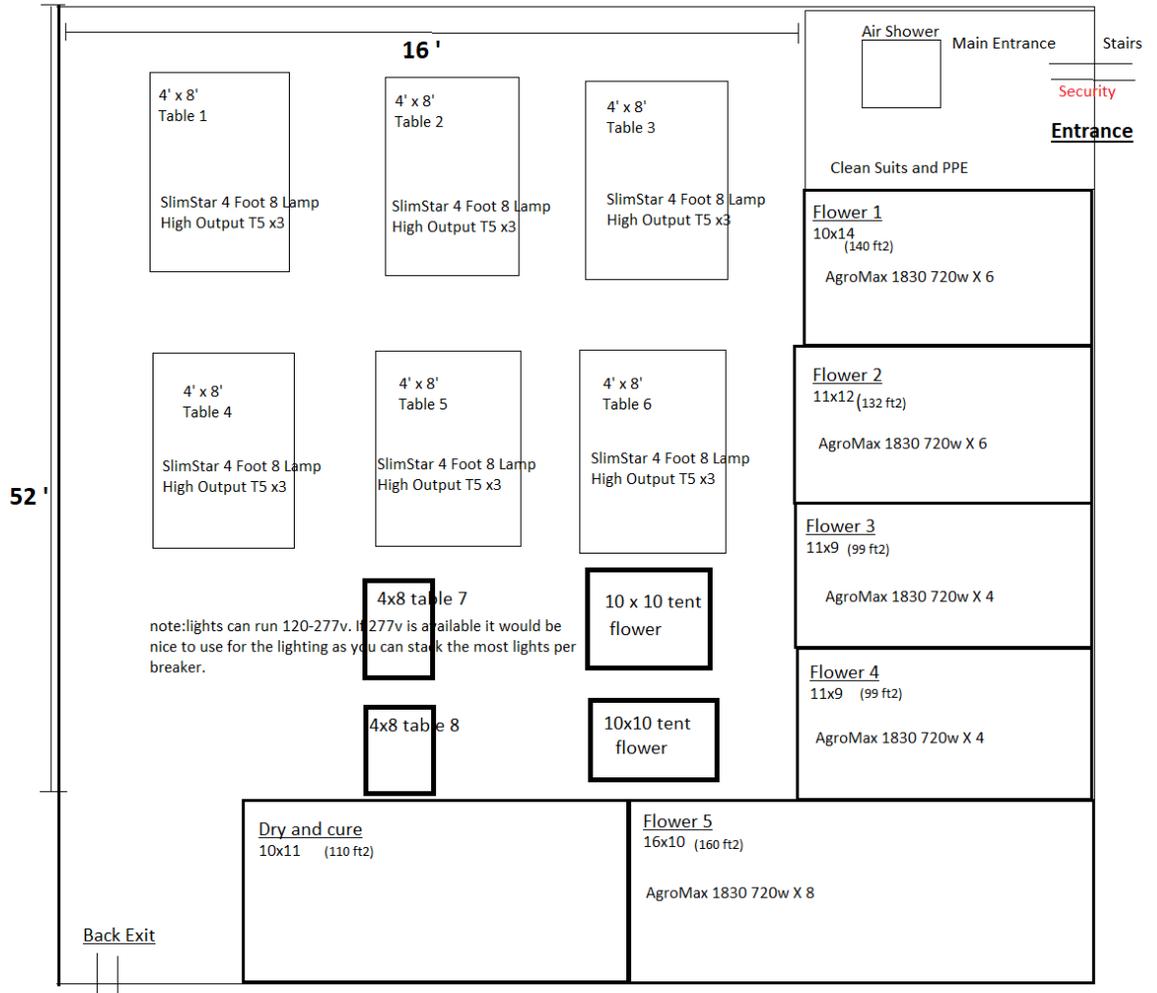
131 Texas Rd



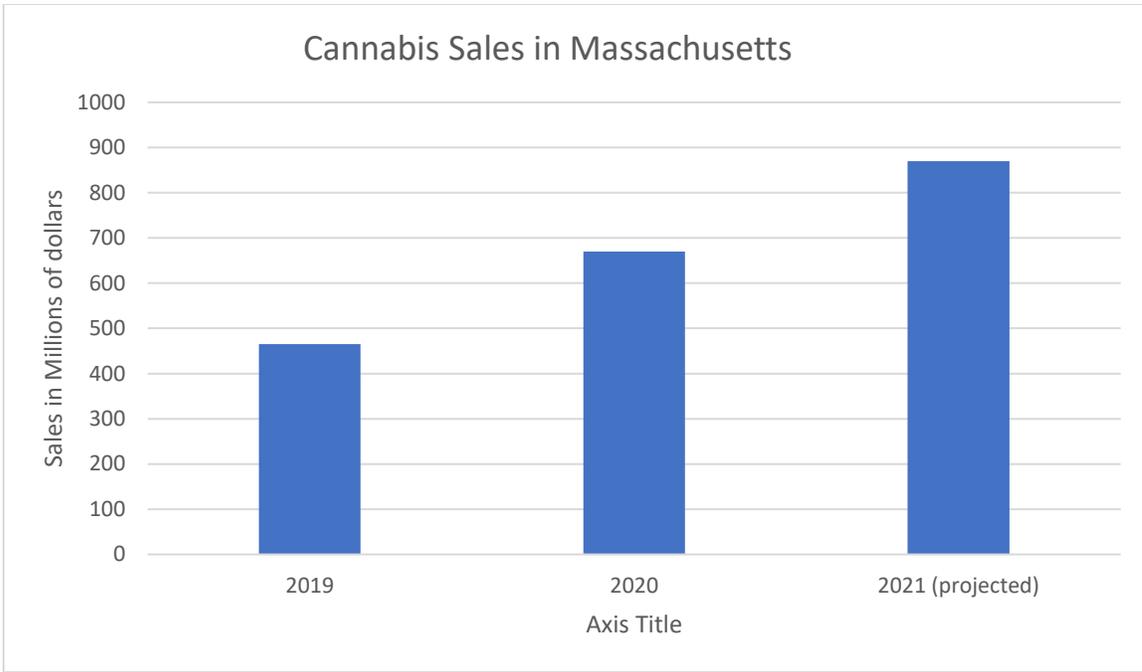
Executive Summary

Facility (cont.)

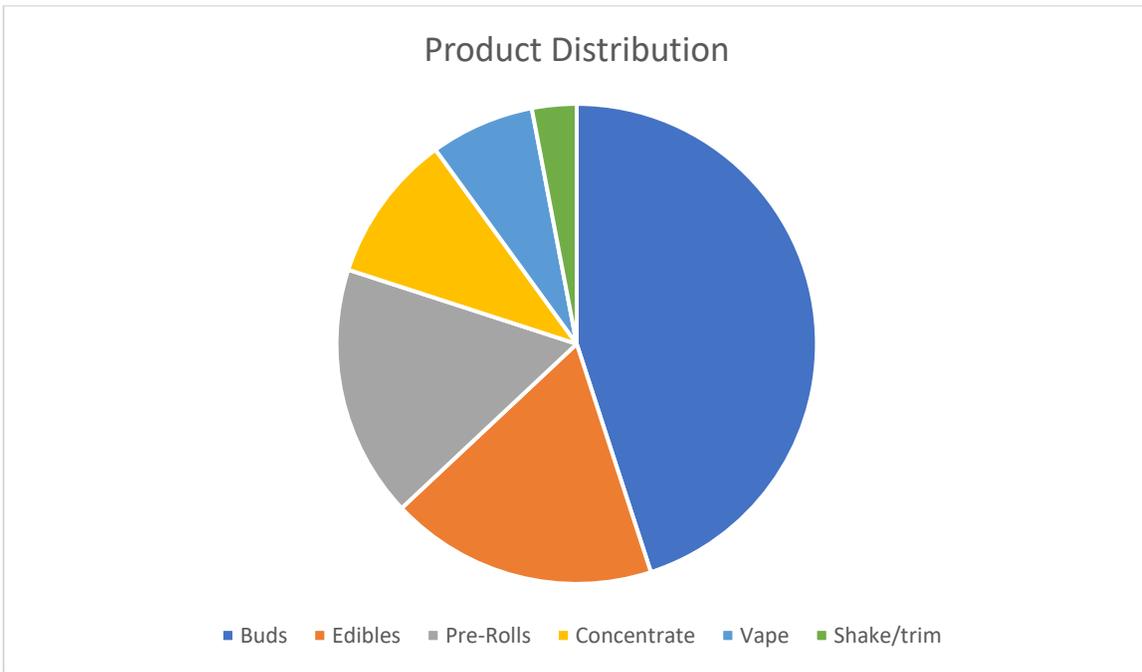
Floor Plan Mockup



Market Overview



\$1.13B Total Sales Since November 2018



Market Overview

Key Customers and Competitors

Customers

There are 300 marijuana retailers and 160 manufacturers in Massachusetts, but we are initially targeting the 25-30 retailers in the Pioneer Valley and Berkshire County. Based on market research, the wholesale supply in Massachusetts is only meeting 85% of the demand and the addition of Home Delivery and Social Consumption licenses will increase the number of businesses seeking cannabis.

We are engaged with the following retailers on future sales relationships:

- 6 Bricks LLC. (Springfield Retail)
- Liberty (Easthampton Retail)

Competitors

Our direct competitors are other wholesalers and cultivators in Massachusetts including: 253 Farmacy and Elevated Roots.

Most of our competitors use large warehouse style facilities with large batches requiring many hands or automation, which can dilute the quality of the end product.

Our smaller batch sizes, close attention to detail and hand gardening produces a higher quality craft product.

Market Overview

Sales and Marketing Strategy

State and Federal regulations place restrictions on cannabis advertising. Any activity or advertising campaign that FCC Holdings LLC engages in will be in full compliance with 935 CMR 500.105(4).

- Direct marketing at industry conferences and other events
- Create a social media following by combining organic networking with compensated influencers
- Continue sales discussions with the retailers we are currently engaged with once closer to licensure.
- Research product offerings of retailers to identify the ones lacking in premium craft cannabis
- Build new relationships with identified retailers using in-person networking.

Financial Summary

Startup Expenses

Assumption: It will take two years from license submission until revenue is generated. This is a conservative timeline to account for unknown delays.

Startup Summary

Category	Two-year Total
Lease and Overhead	\$94,600
Equipment	\$61,988
Genetics	\$1,475
Labor and salary	\$75,739
Building Expenses	\$20,000
Administrative Expenses	\$13,625
Total:	\$267,427

Financial Summary

Startup Expenses (cont.)

Lease and Overhead

Item	# Months	Cost	Total
Property Option Months 1-6	1	\$ 9,000	\$ 9,000
Property Option Months 6-12	1	\$ 12,000	\$ 12,000
Property Option Months 12-18	1	\$ 14,400	\$ 14,400
rent	10	\$ 2,400	\$ 24,000
Utilities (minimum capacity during buildout and first veg) (i)	6	\$ 1,500	\$ 9,000
Utilities (i)	4	\$ 3,000	\$ 12,000
Insurance(ii)	10	\$ 1,000	\$ 10,000
Security(ii)	6	\$ 700	\$ 4,200
			\$ -
Total			\$ 94,600

(i) Calculated

(ii) Estimate

Financial Summary

Startup Expenses (cont.)

Horticulture Equipment

Item	Quantity	Unit Price	Total
<i>Lighting</i>			
AgroMax AFS 1830 720w	45	\$ 960	\$ 43,200
<i>Dehumidifiers</i>			
Large	1	\$ 1,000	\$ 1,000
small	8	\$ 200	\$ 1,600
<i>Fans</i>			
hurricane wall mounted	14	\$ 100	\$ 1,400
<i>Crop materials</i>			
3 gallon pots	300	\$ 2	\$ 600
5 gallon pots	25	\$ 2	\$ 50
Soil	50	\$ 30	\$ 1,500
<i>Misc</i>			
Plant ties	8	\$ 9	\$ 72
Safety Gear	4	\$ 85	\$ 340
Irrigation Materials	1	\$ 750	\$ 750
inline fan	7	\$ 90	\$ 630
misc ducting	1	\$ 100	\$ 100
building materials	3	\$ 1,000	\$ 3,000
Trim table	1	\$ 400	\$ 400
Trim Trays	3	\$ 40	\$ 120
Trimmers	4	\$ 20	\$ 80
Packaging	3	\$ 1,000	\$ 3,000
testing	5	\$ 100	\$ 500
Myler wall covering	10	\$ 30	\$ 300
Sub Total			\$ 58,642
Sales Tax		6.25%	\$ 3,665
Total			\$ 62,307

Financial Summary

Startup Expenses (cont.)

Labor Costs

Position	# Months	Salary / Mo.	Total
<i>Salaried Positions</i>			
Lead Cultivator	6	\$ 5,000	\$ 30,000
Cultivation Technician	6	\$ 3,000	\$ 18,000
Cultivation Technician	6	\$ 3,000	\$ 18,000
CEO/Facility Manager*	6	\$ 5,000	\$ 30,000
			\$ -
<i>Taxes & Benefits</i>		<i>Cost Basis</i>	
FICA (SS & Medicare)	7.45%	\$ 96,000	\$ 7,152
FUTA (unemployment - assumes will pay MA unemployment quarterly)	0.60%	\$ 96,000	\$ 576
MA Unemployment Insurance (on first \$15k per employee)	2.42%	\$ 60,000	\$ 1,452
MA Workforce Training & Health Insurance Contribution	5.06%	\$ 96,000	\$ 4,854
Subtotal			\$ 110,034
<i>*Salary deferred until there is revenue</i>			
CEO/Facility Manager	6	\$ 5,000	\$ 30,000
CEO/Facility Manager taxes also deferred - MA Unemployment	2.42%	\$ 15,000	\$ 363
CEO/Facility Manager taxes also deferred - all others	13.11%	\$ 30,000	\$ 3,932
Subtotal			\$ 34,295
Total expenses before revenue			\$ 75,739

Financial Summary

Startup Expenses (cont.)

Estimated Building Expenses

Item	Quantity	Unit Price	Total
Security System	1	\$ 10,000	\$ 10,000
Access Control	1	\$ 3,000	\$ 3,000
PCs/Printer/Monitors/backup drives	1	\$ 2,000	\$ 2,000
Vault	1	\$ 2,000	\$ 2,000
Oder Control	1	\$ 3,000	\$ 3,000
			\$ -
			\$ -
			\$ -
Total			\$ 20,000

Administrative Expenses

Item	Quantity	Unit Price	Total	Notes
bank onboarding fee	1	\$ 1,000	\$ 1,000	Paid
Background check	4	\$ 750	\$ 3,000	
license application	1	\$ 1,625	\$ 1,625	
Accounting	1	\$ 2,000	\$ 2,000	estimate
inspections/engineering fee	1	\$ 3,000	\$ 3,000	estimate
Marketing and Branding	1	\$ 2,000	\$ 2,000	estimate
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total			\$ 12,625	

Financial Summary

Startup Expenses (cont.)

Genetics

Item	Quantity	Unit Price	Total
<i>Seeds</i>			
Strain 1	50	\$ 9	\$ 425
Strain 2	50	\$ 9	\$ 425
Strain 3	50	\$ 9	\$ 425
			\$ -
<i>Propagation</i>			
Misc. (plugs, rooting hormone)	1	\$ 200	\$ 200
			\$ -
			\$ -
Total:			\$ 1,475

Financial Summary

Monthly Expenses Year 3

Item	# months	\$/month	Total
Lease	12	\$ 2,400	\$ 28,800
Security(i)	12	\$ 700	\$ 8,400
Utilities(i)	12	\$ 3,000	\$ 36,000
Property Taxes and maintenance fees	12	\$ 500	\$ 6,000
Growing Supplies(i)	12	\$ 500	\$ 6,000
			\$ -
			\$ -
			\$ -
<i>Salaries</i>			
Lead Cultivator – FTE	12	\$ 5,400	\$ 64,800
Cultivation Technician – FTE	12	\$ 3,200	\$ 38,400
Cultivation Technician – PTE	12	\$ 1,800	\$ 21,600
Security – PTE	12	\$ 1,800	\$ 21,600
CEO/Facility Manager – FTE	12	\$ 5,500	\$ 66,000
			\$ -
			\$ -
Total:		\$ 24,800	\$ 297,600

(i) Estimate

Financial Summary

Monthly Expenses Year 4

Item	# months	\$/month	Total
<i>Operations</i>			
Lease	12	\$ 2,600	\$ 31,200
Security	12	\$ 700	\$ 8,400
Utilities	12	\$ 3,500	\$ 42,000
Taxes and fees	12	\$ 600	\$ 7,200
Growing Supplies	12	\$ 600	\$ 7,200
<i>Salaries</i>			
Lead Cultivator -FTE	12	\$ 6,000	\$ 68,000
Cultivation Technician - FTE	12	\$ 3,500	\$ 42,000
Cultivation Technician - PTE	12	\$ 2,000	\$ 24,000
Security - PTE	12	\$ 2,000	\$ 24,000
CEO/Facility Manager - FTE	12	\$ 5,000	\$ 70,000
Total:		\$ 26,500	\$ 324,000

Year 4 Expansion

<i>Lighting</i>	<i>quantity</i>	<i>cost per</i>	<i>total</i>
AgroMax AFS 1830 720w	20	\$ 960	\$ 19,200
<i>Dehumidifiers</i>			
small	6	\$ 200	\$ 1,200
large	1	\$ 1,000	\$ 1,000
<i>Ventilation and Air Flow</i>			
Hurricane Wall Mounted	6	\$ 100	\$ 600
Inline Fan	6	\$ 100	\$ 600
<i>Other</i>			
Building Materials	1	\$ 2,000	\$ 2,000
Sub Total			\$ 24,600
Sales Tax		6.25%	\$ 1,538
Total:			\$ 26,138

Financial Summary

Monthly Expenses Year 5

Item	# months	\$/month	Total
<i>Operations</i>			
Lease	12	\$ 2,800	\$ 33,600
Security	12	\$ 1,000	\$ 12,000
Utilities	12	\$ 4,000	\$ 48,000
Taxes and fees	12	\$ 1,200	\$ 14,400
Growing Supplies	12	\$ 1,200	\$ 14,400
			\$ -
<i>Salaries</i>			
Lead Cultivator -FTE	12	\$ 6,250	\$ 75,000
Cultivation Technician - FTE	12	\$ 3,700	\$ 44,400
Cultivation Technician - PTE	12	\$ 2,200	\$ 26,400
Security - PTE	12	\$ 2,200	\$ 26,400
CEO/Facility Manager - FTE	12	\$ 6,500	\$ 70,000
Cultivation Technician - FTE	12	\$ 3,500	\$ 42,000
			\$ -
			\$ -
Total:		\$ 34,550	\$ 406,600

Financial Summary

Revenue Projections

Note: Product prices are based on averages from October 2020

Year 1

	<u>Yield lbs.</u>	<u>Product</u>	<u>Price per pound</u>	<u>Revenue per harvest</u>
	35	Premium Flower	\$2,500.00	\$87,500.00
	20	Preroll	\$1,800.00	\$36,000.00
	5	Shake/trim Manufacturing	\$800.00	\$4,000.00
Total per harvest:	60			\$127,500.00
Harvests per year	5			
Total per Year:	300			\$637,500.00

Year 2

	<u>Yield lbs.</u>	<u>Product</u>	<u>Price per pound</u>	<u>Revenue per harvest</u>
	38	Premium Flower	\$2,500.00	\$95,000.00
	22	Preroll	\$1,800.00	\$39,600.00
	8	Shake/trim Manufacturing	\$800.00	\$6,400.00
Total per harvest:	68			\$141,000.00
Harvests per year	5			
Total per Year:	340			\$705,000.00

Year 3

*Expansion adds square footage

	<u>Yield lbs.</u>	<u>Product</u>	<u>Price per pound</u>	<u>Revenue per harvest</u>
	55	Premium Flower	\$2,500.00	\$137,500.00
	35	Preroll	\$1,800.00	\$63,000.00
	18	Shake/trim Manufacturing	\$800.00	\$14,400.00
Total per harvest:	108			\$214,900.00
Harvests per year	5			
Total per Year:	540			\$1,074,500.00

Year 4

*Expanded operation will be in production for full year

	<u>Yield lbs.</u>	<u>Product</u>	<u>Price per pound</u>	<u>Revenue per harvest</u>
	75	Premium Flower	\$2,500.00	\$187,500.00
	55	Preroll	\$1,800.00	\$99,000.00
	25	Shake/trim Manufacturing	\$800.00	\$20,000.00
Total per harvest:	155			\$306,500.00
Harvests per year	5			
Total per Year:	775			\$1,532,500.00

Financial Summary

Funding

- An initial capital investment of \$50,000 was made by the CEO, Chris Rivers. This is projected to cover licensing and property expenses until FCC Holdings LLC. is granted provisional licensure and the facility buildout begins.
- Family and friends are lending additional funds (amount to be determined)
- The CEO has been pre-approved for an unsecured business loan of \$200,000 and has a line of credit of \$50,000 available to the business.
- The total funds acquired will be greater than the \$270,000 which are the projected expenses until revenue.

Contact Information

Florence Cannabis Company

FCC Holdings LLC.

<https://florencecannabiscompany.com>

CEO: Chris Rivers

florencecanco@gmail.com

(518)641-9149

Business Plan Personnel Disclosure

Summary:

The following statements explain the relationships individuals listed in the business plan have with FCC Holdings LLC. The intent on including them in the plan was to convey that I have received sound advice and guidance while planning and starting the business and that I am starting to build a team for when we are able to move forward with the business. None of the individuals listed have any financial stake, interest, control, or authority over day-to-day operations. For clarity, these individuals can be removed from the business plan at the request of the Commission.

1) Kevin Koszarek

- a. Kevin Koszarek does not have any financial stake or interest in FCC Holdings LLC.
- b. Kevin Koszarek will not have direct or indirect authority in the day-to-day operations of the Florence Cannabis Company.
- c. Kevin Koszarek is not a “Close Associate” or a “Person or Entity Having Direct or Indirect Control” pursuant to 935 CMR 500.002.
- d. Kevin Koszarek is interested in working at the establishment when we are operational, depending on the timeline and his availability, but at this point he is not employed in any way nor are there any contracts, agreements, or guarantees for employment.
- e. Kevin Koszarek is listed on the Business Plan since he is considered the front runner for the lead cultivator position.
- f. If his status as a “Close Associate” or a “Person or Entity Having Direct or Indirect Control” pursuant to 935 CMR 500.002 changes, FCC Holdings LLC will request to update the application of intent packet and the background check packet and include all required documentation.

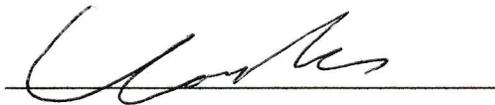
2) Mike Relyea

- a. Mike Relyea does not have any financial stake or interest in FCC Holdings LLC.
- b. Mike Relyea will not have direct or indirect authority in the day-to-day operations of the Florence Cannabis Company or FCC Holdings LLC.
- c. Mike Relyea is not a “Close Associate” or a “Person or Entity Having Direct or Indirect Control” pursuant to 935 CMR 500.002.
- d. Mike Relyea is an attorney and acquaintance who helped with my lease and is a resource for legal advice but has no other involvement with the Company in any way, is not an employee and is not involved in the Cannabis industry in any way.

3) Ron Lubowicz

- a. Ron Lubowicz does not have any financial stake or interest in FCC Holdings LLC.
- b. Ron Lubowicz will not have direct or indirect authority in the day-to-day operations of the Florence Cannabis Company or FCC Holdings LLC.
- c. Ron Lubowicz is not a "Close Associate" or a "Person or Entity Having Direct or Indirect Control" pursuant to 935 CMR 500.002.
- d. Ron Lubowicz is an entrepreneur who has advised me on accounting and business formation but has no other involvement with the company in any way and has no involvement in any cannabis businesses. All advice is very general in nature.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.



Christopher Rivers

1/21/2021

Date

Separating Recreational from Medical Operations

FCC Holdings LLC is applying for a recreational cultivation license and will not have medical operations.

Restricting Access to Age 21 or Older

Pursuant to 935 CMR 500.030, FCC Holdings LLC will only hire individuals who are 21 years of age or older. As a condition of employment, FCC Holdings LLC will require a copy of the applicant's driver's license, government-issued identification card, or other acceptable verifiable identity document to verify the age requirement is met. Pursuant to 935 CMR 500.140(3), any visitor or vendor is required to produce a driver's license or government issued id to verify they are over the age of 21 before entering the facility. If authorized staff determines the visitor is under the age of 21, the individual will not be allowed to enter the facility.

Energy Compliance Plan

Energy consumption for indoor cultivation can be intensive due to lighting, HVAC, and dehumidification systems. FCC Holdings LLC will look for opportunities to reduce consumption and incorporate renewable resources.

Lighting

- (a) LED (Light-emitting Diode) Lighting: FCC Holdings LLC will use LED lighting which uses 20%-40% less energy than HPS lighting. LED's also reduce the amount of heat produced which reduces HVAC use. With LED lighting being new to the market, we anticipate advances in the technology that could reduce consumption further. As we replace equipment, we will continuously look to the latest energy saving technology to incorporate into our facility.
- (b) Natural Lighting: FCC Holdings LLC's cultivation facility has a larger open room with natural sunlight. This area will be divided up, without losing the sunlight, and used for activities such as processing, vegetation, and propagation. The presence of natural light will allow us to reduce the overall wattage in our vegetation and propagation areas, as well as reduce the lighting needs in work areas such as trim and processing. The facility also has smaller, separate rooms without any or very little natural sunlight. These rooms will be used for flowering.
- (c) Savings Opportunities: FCC Holdings LLC will engage vendors and professional services to identify energy savings opportunities when making changes to equipment, structure, or any other time there is an opportunity to identify energy savings.

Renewable Energy

- (a) As a lessee of the facility at 131 Texas Rd. Northampton, FCC Holdings LLC does not intend to install solar panels, wind turbines, or other infrastructure related equipment currently, however our long-term business plan includes purchasing the property. At that point, the addition of solar panels or other renewable energy systems will be evaluated.
- (b) If purchasing the property is not feasible, renewable energy would still be considered and discussed with the property owner.
- (c) FCC Holdings LLC will analyze opportunities to incorporate renewable energy during all facility upgrades or equipment changes. The analysis will include long term cost savings versus initial costs, reliability, and impact to the larger power grid and the environment.
 - a. Cost will not be the only factor in our decision making. For example, a more expensive renewable energy option will be considered based on the benefit to the community and environment and not just on expense.
- (d) FCC Holdings LLC will repurpose the water from the dehumidification system for plant irrigation, reducing our overall water usage.

Energy Compliance Plan (cont.)

Light Schedule

- (a) FCC Holdings LLC will use an alternating light schedule to even the electrical demand.
- (b) FCC Holdings LLC will monitor energy usage based on the data from National Grid.

Engagement with Mass Save

- (a) Mass Save will perform an Energy Assessment for Small Businesses on our facility and FCC Holdings LLC will implement recommendations and use the savings and rebates offered to offset some costs.

Equipment Maintenance

Equipment vendors and service professionals will be engaged in the regular maintenance and calibration of our lighting and HVAC systems. FCC Holdings LLC will maintain operating manuals for major equipment and update them as required. The horticulture lighting vendor is yet to be determined. Pioneer Valley HVAC has been engaged for HVAC needs and has performed an inspection of the facility and started an account containing the model of the HVAC units and a layout of the facility.

Diversity Plan

Goal 1:

25% of FCC Holdings LLC's staff, including management, to be made up of:

- a. Minorities
- b. Women
- c. Veterans
- d. People with disabilities
- e. LGBTQ+

Action Plan:

- 1) List employment opportunities as needed in publications that serve diverse audiences and demographics:
 - a. US Veterans Magazine (<https://usveteransmagazine.com>)
 - b. The Rainbow Times (<http://www.therainbowtimesmass.com>)
- 2) Provide paid external training to promote success and increase retention rate amongst the above-mentioned demographics:
 - a. Provide employees a membership to THC University (<https://thcuniversity.org>)
 - b. First year of employment will entail taking the Horticulture Specialist Certification course: <https://thcuniversity.org/courses/horticulture-specialist-cert>
 - i. Beyond year 1, training will be specific to job function or area of need
 - c. Provide 10 hours paid time for course participation and completion annually

Measure of success:

- 1) 25% of employees made up of the above-mentioned demographics
- 2) 1.5 -year average retention rate for the above-mentioned demographics

Progress Timeline:

- 1) End of Quarter 2:
 - a. Analyze number of job applicants from diverse backgrounds
 - i. If less than 25% of job applicants are from diverse backgrounds, a reassessment of job advertising will take place.
 - b. Ensure employees of diverse backgrounds have completed a minimum of 4 hours of additional skills training through THC University
- 2) End of Quarter 4:
 - f. 25% of FCC Holdings LLC's staff, including management, to be made up of minorities, women, veterans, people with disabilities or members of the LGBTQ+ community.

- g. Assessment of retention rate will be made and adjustments in training, compensation, work environment, or other areas will be made to increase this rate.
- 3) End of Quarter 6:
 - a. 25% of FCC Holdings LLC's staff, including management, to be made up of minorities, women, veterans, people with disabilities or members of the LGBTQ+ community.
 - b. Assessment of retention rate will be made and adjustments in training, compensation, work environment, or other areas will be made to increase this rate.
 - 4) End of Quarter 8 and going forward:
 - a. 25% of FCC Holdings LLC's staff, including management, to be made up of minorities, women, veterans, people with disabilities or members of the LGBTQ+ community.
 - b. Average retention rate for minorities, women, veterans, people with disabilities and members of the LGBTQ+ community of 1.5 years

Goal 2:

Provide a safe and professional work environment where everyone is accepted and respected as individuals.

Action Plan:

- 1) Provide annual diversity training for all employees
 - a. FCC Holdings LLC will provide and require every employee to complete annual diversity training provided by Diversity Builder <https://diversitybuilder.com>
- 2) Use employee surveys to evaluate and adjust company policies if necessary
 - a. FCC Holdings will implement an employee satisfaction survey through Survey Monkey <https://www.surveymonkey.com> and use the feedback to help evaluate the work environment.
 - b. Surveys will measure employee satisfaction by having the employees rate areas including:
 - i. Company Culture
 - ii. Inclusion and connection to coworkers
 - iii. Company Communication
 - iv. Company goals and objectives
- 3) Implement Policies that encourage a safe and professional work environment:
 - a. Respectful communication and cooperation between all employees are required at all times.
 - b. All employees are expected to exhibit conduct that reflects inclusion.

- c. Any employee found to have exhibited any inappropriate conduct or behavior against others will be subject to disciplinary action, including termination of employment.

Measure of success:

- 1) 100% employee participation rate for diversity training
- 2) 85% or greater employee satisfaction based on annual company survey

Progress Timeline:

- 1) End of Quarter 1:
 - i. All employees have completed diversity training
 1. New hires will complete diversity training within 60 days of employment.
 - ii. All employees have read, understood, and signed workplace diversity and inclusion policy
 1. New hires will have 30 days to read, understand, and sign policy
- 2) End of Quarter 3:
 - a. Employee satisfaction surveys will be given to employees.
- 3) End of Quarter 4:
 - a. Results of employee satisfaction surveys will be tabulated and if the employee satisfaction rate is below 85%, an action plan will be created based on employee feedback to correct any areas that are lacking or identify ways to increase satisfaction among employees.

Advertising and Branding:

FCC Holdings LLC acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices.

State Laws

Any actions taken, or programs instituted by FCC Holdings LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Maintenance of Financial Records

In accordance with 935 CMR 500.105(9), financial records will be maintained using generally accepted accounting principles and industry standard accounting software such as QuickBooks or a similar product. All financial records will be retained for a minimum of seven years and will be made available to the Commission upon request. All financial records will be stored electronically and backed up using a cloud-based service or an offsite device for disaster recovery purposes.

Following the closure of the Florence Cannabis Company, all financial records will be retained for a minimum of two additional years in a form and location approved by the Cannabis Control Commission.

Business Records

FCC Holdings LLC will maintain, at a minimum, the following:

- 1) Assets and liabilities
- 2) Monetary transactions
- 3) Books of accounts, which includes but is not limited to:
 - a. Journals
 - b. Ledgers and supporting documents
 - c. Agreements
 - d. Checks, invoices, and vouchers
- 4) Sales records, which will include, at a minimum:
 - a. Quantity
 - b. Form
 - c. Cost of marijuana products
- 5) Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment

Personnel Policies

FCC Holdings LLC will implement personnel policies to help ensure compliance with all laws and regulations, produce high quality products, and maintain a professional and safe work environment.

- Background checks are a requirement for employment with FCC Holdings LLC and required by the Cannabis Control Commission.
- Individual's employment is at-will as defined under applicable law.
- All new employees will complete an onboarding process that includes, but is not limited to:
 - Security and Procedural Training
 - Job Specific Training
 - Emergency Response Training
- Meal periods and breaks will be provided in accordance with all labor laws.
- Paid time off will be accrued at rates based on position and tenure.
- Management will conduct in-person employee performance evaluations every 6 months and provide feedback or make recommendations.
 - Records of the evaluations will be maintained in accordance with FCC Holdings LLC records retention policy.
- All employees must report to their scheduled shifts on time unless their supervisor is notified, and an exemption is made.
- Work areas shall be tidied and cleaned after use and kept free of clutter, dirt, dust, or anything that could foster adverse conditions to the grow environment.
- Employees will wear an approved uniform, that is clean and free from dirt, dust, or anything adverse to the grow. This is to both protect the employee as well as the plants and products.
- Engaging in prohibited conduct is grounds for dismissal or legal action if applicable. Prohibited conduct includes but is not limited to:
 - a. Theft or diversion of product.
 - b. Removing or borrowing Company property without prior authorization
 - c. Unprofessional conduct that is a detriment to a safe and friendly work environment.
 - d. Failure to adhere to policies or procedures.
 - e. Any action or behavior that is detrimental to our product, brand, facility, or client relationships.

Personnel Policies (cont.)

- Annual training must be successfully completed by all employees. Annual training may include, but is not limited to:
 - Security
 - Diversity and Workplace Inclusion
 - Safety
 - Job Specific Training
- Employees will be given an annual cost of living increase in their compensation.

Staffing Plans and Records

- 1) Written Operating Procedures – FCC Holdings LLC will implement a set of detailed operating procedures that are specific for our facility. At a minimum, the following items will be addressed:
 - a. All security procedures and measures in compliance with 935 CMR 500.110 will be specified and detailed in the Operating Procedures.
 - b. Employee Security Policy which includes, but is not limited to:
 - i. Crime Prevention
 - ii. Personal Safety
 - iii. Diversion Prevention
 - c. Hours of Operation
 - i. Available to law enforcement authorities
 - d. After-hours contact information
 - i. Available to law enforcement authorities
 - e. Marijuana Storage Procedures in compliance with 935 CMR 500.105(11)
 - f. Marijuana waste disposal procedures in compliance with 935 CMR 500.105(11)
 - g. Written descriptions of strains cultivated, and forms of Marijuana sold will be maintained
 - h. A pricelist of Marijuana and Marijuana Products will be maintained
 - i. Record keeping procedures, including inventory protocols for transfer, storage, and in-process marijuana, will be specified. All procedures and protocols will be compliant with 935 CMR 500.105(8) and (9)
 - j. Quality control procedures, which includes product testing for contaminants in compliance with 935 CMR 500.160

- k. Staffing plan and staff records in compliance with 935 CMR 500.105(9)(d)
- l. Emergency procedures, which includes a disaster plan and procedures to be followed in case of fire or other emergencies
- m. Alcohol, smoke, and drug-free workplace policy
- n. Plan and procedures for storing and maintaining confidential information
 - i. FCC Holdings LLC will employ industry standards for handling and storing sensitive or private data by limiting access to the data to only the individuals authorized and storing the data securely. These principles apply to both physical and digital information.
- o. A policy will be maintained for the immediate dismissal of any employee of FCC Holdings LLC who has:
 - i. Diverted Marijuana
 - 1. Reported to Law Enforcement Authorities and to the Commission
 - ii. Engaged in unsafe practices with regard to operation of the Florence Cannabis Company
 - 1. Reported to the Commission
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction.
- p. A listing of the board of directors, members, and executives of FCC Holdings LLC will be made available upon request and will be displayed on the company website.
- q. Cash handling policies and procedures will be maintained and available upon request. Procedures include, but are not limited to:
 - i. Storage
 - ii. Frequency
 - iii. Transport to financial institutions
- r. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- s. Energy efficiency and conservation policies procedures
 - i. Use of natural light in the facility
 - ii. Re-direct heat in a way to reduce overall usage
 - iii. Light schedule
 - iv. Re-purposing of water collected by dehumidification system
 - v. Periodic evaluation of solar options
 - vi. Engagement with Mass Save for recommendations, programs, cost savings measures
- t. Workplace safety policies and procedures consistent with the standards set forth under the Occupational Safety and Health Act of 1970
 - i. FCC Holdings LLC will provide a workplace free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees

- ii. Employees of FCC Holdings LLC are required to comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.
- 2) Record keeping – FCC Holdings LLC will make all records available for inspection by the Commission on request. All financial records will be maintained using generally accepted and industry standard accounting principles. FCC Holdings LLC will keep and make available for inspection the following written records:
 - a. All records required in any section of 935 CMR 500.000
 - b. Written Operating Procedures as required by 935 CMR 500.105(1)
 - c. Inventory Records as required by 935 CMR 500.105(8)
 - d. Seed-to-sale SOR Electronic Tracking System records for all Marijuana Products as required by 935 CMR 500.105(8)(e)
 - e. Personnel Records including:
 - i. Job descriptions for each employee and volunteer position
 - ii. organizational charts consistent with the job descriptions
 - iii. A personnel record for each marijuana establishment agent.
 1. Maintained for at least 12 months after termination of the individual's affiliation with FCC Holdings LLC and include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place the training took place and the topics discussed, including the name and title of presenters.
 - e. Documentation of periodic performance evaluations
 - f. Any record of disciplinary action
 - g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
- iv. A staffing plan that includes business hours and definitions for safe cultivation conditions
- v. Personnel policies and procedures, which will include at a minimum:

1. Code of ethics
 2. Whistle-blower policy
 3. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations
 - vi. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
 - f. Business records, which will include computerized records of:
 - i. Assets and liabilities
 - ii. Monetary transactions
 - iii. Books of accounts, including journals, ledgers, supporting documents, agreements, checks, invoices, and vouchers
 - iv. Sales records, including the quantity, form, and cost of marijuana products
 - v. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over FCC Holdings LLC.
 - g. Waste disposal records as required under 935 CMR 500.105(12)
 - h. Following the closure of the Florence Cannabis Company, all records will be kept for at least two years at the expense of FCC Holdings LLC and in a form and location acceptable to the Commission.
- 3) Alcohol, smoke, and drug-free workplace policy
- a. FCC Holdings LLC will maintain an alcohol, smoke, and drug-free workplace.
 - b. Employees, vendors, or visitors found in violation of this policy will be immediately removed from the property and further disciplinary action may include, but is not limited to termination of employment, or a permanent ban from the property.
- 4) Confidential Information
- a. FCC Holdings LLC will employ industry standards for handling and storing sensitive information by limiting access to authorized personnel on a need basis only.
 - b. All confidential information will be stored securely.
 - i. Physical records will be locked in a secure location with limited access
 - ii. Digital records will be stored on a secure server
- 5) Diversion and unsafe practices policy
- a. Any employee diverting marijuana will be immediately terminated.
 - b. Any employee engaging in unsafe practices will be immediately terminated
 - c. Any employee who is convicted or enters a guilty plea for a felony charge of distribution of a drug to a minor will be immediately terminated.

Employee Qualifications & Training Requirements:

In compliance with 935 CMR 500.105(2)(a), FCC Holdings LLC will ensure all employees complete training prior to performing their job duties as well as complete a Responsible Vendor training Program. Employees shall receive a minimum of eight hours of training annually. New employees will receive employee orientation at the start of their employment at the FCC Holdings LLC cultivation facility. All new hires will receive and review the company policies, sign off on them, and be held responsible for complying with all policies. Policies include, but are not limited to:

- Safety and Security Policy
- Background Check and CORI Requirements
- Alcohol, Smoke, and Drug Free Work Environment
- Diversion and Theft Policies
- Identification Policy
- Emergency Policies
- Required and optional training

All FCC Holdings LLC personnel are required to be registered marijuana establishment agents with the Cannabis Control Commission and must comply and fulfill the requirements in 935 CMR 500.030(1) and 935 CMR 500.800. Management level personnel will be required to complete management sensitivity training as part of onboarding. Safety and Emergency Response training will be conducted annually by all personnel. Records, Certificates of Completion, or other documentation related to employee training will be retained by FCC Holdings LLC for five years and made available to the Cannabis Control Commission upon request.

FCC Holdings LLC will strive to employ the most qualified applicants. Skill and experience requirements vary based on the position. All applicants must successfully fulfill the security requirements set forth by the Cannabis Control Commission as well as complete onboarding training.

Positions and Qualifications

FCC Holdings LLC anticipates the following positions will be required for operations:

1) Lead Cultivator

a. Qualifications:

- i. Experience leading an indoor commercial grow operation of at least 1000 square feet
- ii. Extensive full-cycle indoor cultivation experience
- iii. Proven experience mentoring, training, and leading a cultivation team
- iv. Ability to provide ownership input for equipment and design decisions
- v. Proficient with METRC
- vi. 21 years of age or older
- vii. Must pass background check

2) Cultivator

a. Qualifications:

- i. Commercial experience with at least three of the following:
 1. Propagation
 2. Plant care, which includes trimming, feeding, pruning, pest/mold control, and environmental monitoring
 3. Harvesting, trimming, curing
 4. Quality control
 5. Inventory, preferably with METRC
- ii. Ability to closely follow processes and procedures
- iii. 21 years of age or older
- iv. Must pass background check

3) Assistant Cultivator

a. Qualifications:

- i. Commercial cultivation experience preferred but not required
- ii. General knowledge of the cultivation process and the required skills
- iii. Strong passion to cultivate cannabis and improve skills and knowledge.
- iv. Ability to maintain a clean and organized work area
- v. Ability to closely follow processes and procedures
- vi. 21 years of age or older
- vii. Must pass background check

4) Security Personnel

a. Qualifications:

- i. Minimum of 2 years of experience in security or law enforcement
- ii. Minimum of 1 year of experience in the Cannabis industry in Massachusetts

- iii. Ability to closely follow processes and procedures
- iv. 21 years of age or older
- v. Must pass background check

Required Training

In addition to job specific training, FCC Holdings LLC will require the following:

- 1) All current FCC Holdings LLC agents, including the owner, managers, and employees who will be involved in the handling or sale of Marijuana for adult use at the time of licensure or renewal of licensure, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
- 2) FCC Holdings LLC will require all new employees to complete the Responsible Vendor Program within 90 days of being hired.
- 3) FCC Holdings LLC will retain Responsible Vendor Program documentation for four years.

Procedures for Quality Control and Testing of Product

In accordance with 935 CMR 500.160, marijuana products will not be sold or marketed that are not capable of being tested by an approved Independent Testing Laboratory. A written company policy will be implemented for notifying the Commission within 72 hours of receiving test results indicating that the contamination cannot be remediated, and the production batch will be disposed of. The notice will come from both FCC Holdings LLC and the Independent Testing Laboratory and will describe the proposed plan of action. The results of the tests will be retained for 5 years for quality control and made available to the Commission upon request.

FCC Holdings LLC will contract with a licensed marijuana transporter, as specified in 935 CMR 500.105(13)(a)(3), to transport marijuana products to Independent Testing Laboratories.

FCC Holdings LLC will contract with a waste removal company to provide an on-site waste refuse container where all unusable or otherwise damaged marijuana will be deposited. The waste removal company will remove the refuse or waste from the site on a regular basis. Authorized personnel will bring the container out of the facility to meet the waste removal vehicle and ensure the receipt of the container.

Additional Quality Control Procedures

- 1) Once processed, at a minimum, the following additional quality control procedures will be followed by FCC Holdings LLC personnel to ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner. FCC Holdings will ensure that finished marijuana products are:
 - a. Well cured and generally free of seeds and stems
 - b. Free of dirt, sand, debris, and other foreign matter
 - c. Free of contamination by mold, rot, other fungus, and bacterial diseases
 - i. Sanitation requirements in 105 CMR 500.000 will be adhered to
 - d. Prepared and handled on food-grade stainless steel tables
 - e. Packaged in a secure area in accordance with 935 CMR 500.105(3)
- 2) Any employee of FCC Holdings LLC whose job duties include contact with marijuana will follow the requirements for food handlers specified in 105 CMR 300.000 Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- 3) Any employee of FCC Holdings LLC working in direct contact with marijuana shall conform to sanitary practices while on duty, which include at a minimum:
 - a. Maintaining adequate personal cleanliness
 - b. Washing hands appropriately and thoroughly before starting work, and at any other time when hands may have become soiled or contaminated.
- 4) FCC Holdings LLC's cultivation facility contains hand washing facilities that are furnished with running water, adequate temperature controls and sanitary drying devices.

- a. Hand Washing facilities are in the production area and the area directly outside of the production area. The production area is under 2000 square feet so having one station inside of that area is adequate.
- 5) FCC Holdings LLC's cultivation facility has sufficient space for the placement of equipment and the storage of materials necessary for the maintenance of sanitary operations.
- 6) FCC Holdings LLC will ensure litter and waste is properly removed and disposed of to minimize the development of odor and minimize the potential for the waste attracting and harboring pests.
 - a. FCC Holdings LLC will implement procedures for waste disposal in a manner pursuant to 935 CMR 500.105(12).
- 7) FCC Holdings LLC's cultivation facility's floors, walls, and ceilings are in good repair and made of materials that are easy to keep clean and free of moisture, dust, dirt, and contaminants.
- 8) FCC Holdings LLC will ensure that all contact surfaces, including utensils, trimmers, and equipment, will be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination.
- 9) FCC Holdings LLC will ensure that all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used for the cultivation of Marijuana.
 - a) Any toxic items stored by FCC Holdings LLC on the premises would have a valid and documented use.
- 10) FCC Holdings LLC's cultivation facility has a sufficient water supply to support operations
- 11) The plumbing at FCC Holdings LLC's cultivation facility is of adequate size and design and has been adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. The facility's plumbing properly conveys sewage and liquid disposable waste from the Marijuana Establishment. There is no cross-connections between the potable and wastewater lines.
- 12) FCC Holdings LLC's cultivation facility has adequate and readily accessible toilet facilities. These facilities will be maintained in a sanitary condition and in good repair at all times.
- 13) FCC Holdings LLC will maintain conditions in storage and transport that will protect finished products against physical, chemical, and microbial contamination as well as against deterioration of the finished products or their containers.
 - a. Vehicles used to transport marijuana will be equipped with temperature control so that the temperature is maintained to prevent marijuana products from becoming unsafe.

Record Keeping Procedures

In accordance with CMR 500.105(9), records will be maintained using industry standards and common accounting principles. All written or electronic records will be available to the Commission for inspection at any time. Records will be retained for a minimum of two years after the closure of FCC Holdings LLC. Personnel records will be retained for a minimum of 12 months after employment is severed.

Operational Records

- Written operating procedures
- Inventory records
- Seed-to-Sale tracking records
- All safety procedures and policies
- Waste disposal records

Personnel Records

In accordance with CMR 500.105(9)(d), FCC Holdings LLC will maintain records for each employee or volunteer that includes but is not limited to:

- Job Title and Description
- Job Application and Resume
- Pre-employment information and documentation (background check, references, identification, etc.)
- Training documentation
- Compensation
- Performance reviews and disciplinary reports
- Notice of completed responsible vendor training

Business Records

FCC Holdings LLC will use an industry accepted software application to maintain business and accounting records electronically. Physical or hard copy records will also be maintained when they are available. Business records include but are not limited to:

- Company finances
- Financial Transactions
- Book of Accounts
- Sales Records
- Payroll Information

Handling Sensitive and Private Data

FCC Holdings LLC will employ industry standards for handling and storing sensitive or private data by limiting access to the data to only the individuals authorized and storing the data securely. These principles apply to both physical and digital records.

Waste Records Retention Procedure

In accordance with 935 CMR 500.105(12), FCC Holdings LLC will retain waste records for a minimum of three years.

Records Maintenance Procedure

In accordance with CMR 500.105(9), FCC Holdings LLC will maintain records using generally accepted accounting principles.

Written Operating Procedure Record Maintenance

FCC Holdings LLC will maintain written operating procedures for the Florence Cannabis Company cultivation facility as required by 935 CMR 500.105(1) and 935 CMR 500.105(9). Records will be available for inspection by the Commission on request.

Inventory Record Maintenance

- 1) FCC Holdings LLC will maintain all inventory records in accordance with 935 CMR 500.105(8) and 935 CMR 500.105(9). Inventory records that will be maintained include, but are not limited to:
 - a. Written inventory controls and the procedures followed for conducting inventory reviews
 - b. Records of monthly inventory reviews
 - c. Records of annual inventory reviews
- 2) FCC Holdings LLC will include on the inventory record, at a minimum, the following:
 - a. Date of inventory
 - b. Summary of inventory finding
 - c. Names, titles, and signatures of the personnel who conducted the inventory

Seed-to-sale tracking records

- 1) FCC Holdings LLC will establish a process to:
 - a. Attach plant tags to all Marijuana, clones, and plants
 - b. Attach package tags to all Finished Marijuana and Marijuana Products
 - c. Track all Marijuana seeds, Clones, plants, and Marijuana Products using Metrc.
- 2) FCC Holdings LLC will maintain all Seed-to-sale tracking records in accordance with CMR 500.105(9).

Personnel Records

FCC Holdings LLC will, at a minimum, maintain the following information within personnel records:

- 1) Job descriptions for each agent
- 2) A personnel record for each agent.
- 3) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- 4) Personnel policies and procedures
- 5) Background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)

Business Records

FCC Holdings LLC will, at a minimum, maintain the following business records:

- 1) Assets and liabilities
- 2) Monetary transactions
- 3) Books of accounts
- 4) Sales records
- 5) Salary and wages paid to each employee

Diversity Plan

Goal 1:

25% of FCC Holdings LLC's staff is to be made up of:

- a. Minorities
- b. Women
- c. Veterans
- d. People with disabilities
- e. LGBTQ+

Action Plan:

- 1) List employment opportunities in publications weekly, that serve diverse audiences and demographics: **Frequency: Weekly**
 - a. US Veterans Magazine (<https://usveteransmagazine.com>)
 - b. The Rainbow Times (<http://www.therainbowtimesmass.com>)
 - c. Employment listings will note that FCC Holdings LLC is looking specifically for minorities, women, veterans, people with disabilities and members of the LGBTQ+ community.
- 2) Attend Mass Hire job fairs: **Frequency: As needed and when available**
 - a. <https://masshirebusinesssolutions.org/job-fairs>
- 3) Provide paid external online training to minorities, women, veterans, people with disabilities and members of the LGBTQ+ community on our staff, to promote success and increase retention rate: **Frequency: Annually**
 - a. Membership to THC University (<https://thcuniversity.org>)
 - b. 10 hours of paid time to participate and complete annual training courses
 - i. First year of employment will entail taking the Horticulture Specialist Certification course: <https://thcuniversity.org/courses/horticulture-specialist-cert>
 - ii. Some of the topics included in the course includes:
 1. Marijuana Horticulture
 2. Sees and Seedlings
 3. Vegetative Growth
 4. Harvest
 5. Flowering
 6. Grow Rooms and Greenhouses
 7. Case Study and Grow Calendar
 8. Lamps, Light, Electricity
 - iii. Beyond the first year of employment, course selection will be based on specific job function or need, and the amount of paid time off will be adjusted up if needed to complete more advanced course work or education.

Measure of success:

- 1) 25% of employees made up of minorities, women, veterans, people with disabilities or members of the LGBTQ+ community
- 2) 1.5 -year average retention rate for the above-mentioned demographics

Progress Timeline:

- 1) Hiring of initial staff:
 - a. Analyze number of job applicants that are minorities, women, veterans, people with disabilities or members of the LGBTQ+ community
 - i. If less than 25% of job applicants are from the above-mentioned demographics, a reassessment of job advertising and recruiting will take place.
- 2) 3 Months following initial hire and annually within 3 months of anniversary date:
 - a. Ensure all eligible staff completes the job skills training class
- 3) 60 days prior to annual provisional license renewal, documentation will be submitted to the Commission showing that either the goal defined above has been reached or that we are making progress towards that goal.

Goal 2:

Provide a safe and professional work environment where everyone is accepted and respected as individuals.

Action Plan:

- 1) Provide annual diversity training for all employees
 - a. FCC Holdings LLC will provide and require every employee to complete annual diversity training.
 - b. Online training will be provided by Diversity Builder: <https://diversitybuilder.com>
 - i. Course Title: *Diversity in the Workplace*
 - ii. Training Topics include, but are not limited to:
 - a) Benefits of Workplace Diversity
 - b) How Diversity Affects Performance of Teams and Businesses
 - c) Innovation Research Study: Diverse Teams
 - d) Individual Contributors' and Company Responsibilities
 - iii. Training Objectives include:
 - a) Gain a new perspective on the value and benefits of diversity and inclusion in the workplace

- b) Understand how one's identity and background contribute to workplaces views and contributions
 - c) Recognize unconscious bias
 - d) Identify the steps required to resolve unconscious bias and avoid microaggressions
 - e) Develop a framework for instituting a diversity and inclusion action plan at work
- 2) Use employee surveys to evaluate and adjust company policies if necessary
- a. FCC Holdings will implement an employee satisfaction survey and use the feedback to help evaluate the work environment.
 - b. Surveys will measure employee satisfaction by having the employees rate areas including:
 - i. Company Culture
 - ii. Inclusion and connection to coworkers
 - iii. Company Communication
 - iv. Company goals and objectives
 - c. Below is an example of survey questions:

Attitudes toward diversity and inclusion and corporate culture

- | | |
|---|--|
| <p>01 I see strong leadership support of the firm's value of diversity and inclusion.
Strongly Disagree Disagree Neither Agree or Disagree
Agree Strongly Agree</p> | <p>07 Employees of different backgrounds interact well within our firm.
Strongly Disagree Disagree Neither Agree or Disagree
Agree Strongly Agree</p> |
| <p>02 Employees who are different from most others are treated fairly within our firm.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> | <p>08 Management demonstrates a commitment to meeting the needs of employees with disabilities.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> |
| <p>03 Our firm is committed to diversity and inclusion.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> | <p>09 Racial, ethnic, and gender based jokes are not tolerated at this firm.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> |
| <p>04 People of all cultures and backgrounds are respected and valued here.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> | <p>10 This firm provides an environment for the free and open expression of ideas, opinions and beliefs.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> |
| <p>05 I feel included and respected within the firm.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> | |
| <p>06 I am comfortable talking about my background and cultural experiences with my colleagues.
Strongly Disagree Disagree Neither Agree or
Disagree Agree Strongly Agree</p> | |

- 3) Implement company policies that encourage a safe and professional work environment. These policies will include but are not limited to:
 - a. Respectful communication and cooperation between all employees are required
 - b. Employees are expected to exhibit conduct that reflects inclusion and teamwork.
 - c. Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should report the incident or behavior to management
 - d. Any employee found to have exhibited any inappropriate conduct or behavior against others will be subject to disciplinary action, including termination of employment.

Measure of success:

- 1) 100% employee participation rate for diversity training
- 2) 85% or greater employee satisfaction based on annual company survey

Progress Timeline:

- 1) 60 Days after the initial launch of the business:
 - a. All employees will complete diversity training
 - b. All employees have read, understood, and signed the workplace diversity and inclusion policy
 - i. New hires will have 30 days to read, understand, and sign policy
- 2) 90 Days prior to annual provisional license renewal:
 - a. Employee satisfaction surveys will be given to employees.
 - b. Results and scores will be tabulated
- 3) 60 Days prior to annual provisional license renewal:
 - a. Documentation will be submitted to the Commission showing our goal has been met or we are making progress toward our goal and if adjustments to the action plan need to be made.

Advertising and Branding:

FCC Holdings LLC acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices.

State Laws

Any actions taken, or programs instituted by FCC Holdings LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.